

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NOS.: See Attached Schedule A

ASSIGNEE: Roadnet Technologies, Inc.

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
REVOCATION OF PRIOR POWERS AND NEW POWER OF ATTORNEY AND
CHANGE OF CORRESPONDENCE ADDRESS

Sir:

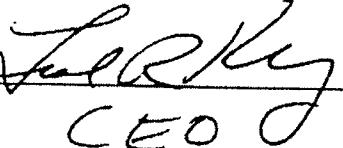
As an authorized representative of the assignee of record of the entire right, title, and interest in the patents and patent applications identified in the attached Schedule A, I hereby revoke all powers of attorney previously given and hereby appoint the registered patent practitioners associated with **Customer Number 70813** to prosecute and transfer all business in the U.S. Patent and Trademark Office connected therewith.

Please direct all correspondence for the patents and patent applications identified on Schedule A to the address associated with **Customer Number 70813**.

The assignee of record of the entire right, title, and interest in the patents and patent applications identified on Schedule A is **Roadnet Technologies, Inc.**, by virtue of the chain of title from the inventors of the listed patents and patent applications to the current assignee as shown on the attached schedule in the column "Assignment Reel/Frame".

Please change the attorney docket numbers for the patents and patent applications identified on Schedule A as indicated in the column identified as "Attorney Docket".

Respectfully submitted,

Signature: 
Title: CEO
Roadnet Technologies, Inc.
849 Fairmont Avenue
Suite 400
Baltimore, MD 21286

Date: 2/15/11

Schedule A

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Charles Heaps, Clifton B. Kraiser, Ralph Clementi, Thomas Mudd, Stephen Simon and McClellan, Francis
Application No./Patent No.: 12/236,306 Filed/Issue Date: September 23, 2008
Titled: RUSS HOUR MODELING FOR ROUTING AND SCHEDULING

(Name of Assignee) Roadnet Technologies, Inc. (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.) Corporation
(Name of Assignee) states that it is:

- the assignee of the entire right, title, and interest in:
- an assignee of less than the entire right, title, and interest in (The extent (by percentage) of its ownership interest is _____ %); or
- an assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made) the patent application/patent identified above by virtue of either:

- An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Inventors To: United Parcel Service of America, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel 024060, Frame 0414, or for which a copy thereof is attached.

2. From: United Parcel Service of America, Inc. To: Roadnet Technologies, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel 025816, Frame 0361, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet(s).

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Stephen Schreiner /

Signature

March 17, 2011
Date

Attorney for Assignee
Title

Stephen Schreiner
Printed or Typed Name

PATENT RIGHTS ASSIGNMENT

THIS PATENT RIGHTS ASSIGNMENT (this “*Assignment*”) is made by and between United Parcel Service of America, Inc., a Delaware corporation (“*UPSA*”) and Roadnet Technologies, Inc. (f/k/a UPS Logistics Technologies, Inc.), a Delaware corporation (“*Roadnet*”).

WHEREAS, UPSA possesses certain rights in and to the domestic and foreign patents (including certificates of invention and other patent equivalents) and patent applications set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the “*Patent Rights*”) and the invention(s) described and/or claimed in the Patent Rights (the “*Inventions*”);

WHEREAS, UPSA, UPS Supply Chain Solutions, Inc., a Delaware corporation (“*UPSSCS*”), and Roadnet Holdings Corporation, a Delaware corporation (“*Buyer*”), are parties to a certain Purchase Agreement dated as of the date hereof, pursuant to which Buyer acquired from UPSSCS all of the issued and outstanding shares of capital stock of Roadnet;

WHEREAS, UPSA, UPS Market Driver, Inc., a Delaware corporation, and Roadnet are parties to that certain Intellectual Property Assignment and License Agreement, dated as of the date hereof (the “*IP Assignment and License Agreement*”), pursuant to which UPSA and its Affiliates transferred, sold and conveyed to Roadnet certain of the assets of UPSA and its Affiliates, including the Inventions and Patent Rights;

WHEREAS, UPSA and its Affiliates now wish to assign the Inventions and Patent Rights to Roadnet, and Roadnet desires to acquire the Inventions and Patent Rights from UPSA and its Affiliates; and

WHEREAS, UPSA is obligated to execute and deliver this Assignment pursuant to the IP Assignment and License Agreement.

NOW, THEREFORE, in consideration of at least U.S. \$1.00, the premises set forth above and in the IP Assignment and License Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

UPSA and its Affiliates do hereby sell, assign, convey and transfer unto Roadnet and its successors, assigns, and legal representatives, UPSA’s and its Affiliates’ entire right, title and interest in and throughout the world in and to the Inventions, together with UPSA’s and its Affiliates’ entire right, title and interest in and to the Patent Rights and patents or patent applications claiming priority under United States law or international convention, including, without limitation, all divisionals, continuations, continuations-in-part, reissues, reexaminations, extensions, substitutions, revivals and renewals of any patent or patent application relating to any of the foregoing; and patents issuing or resulting from any of the foregoing to be held and enjoyed by Roadnet for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by UPSA and its Affiliates had this assignment and sale not been made; and UPSA and its Affiliates hereby conveys all of their rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to all claims for damages or payments by reason of infringement of the Patent Rights accruing prior to this assignment, and all rights to sue and recover damages or obtain relief for past, present and future infringements and collect same for Roadnet’s sole use and enjoyment. UPSA hereby acknowledges that this assignment, being of UPSA’s and its Affiliates’ entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Roadnet to apply for and obtain from competent authorities in all

countries of the world any and all patents by attorneys and agents of Roadnet's selection and the right to procure the grant of all patents to Roadnet in its own name as Roadnet of UPSA's and its Affiliates' entire right, title and interest therein.

UPSA does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Roadnet, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

UPSA does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Roadnet, its successors, assigns, or legal representatives.

Roadnet and UPSA also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Roadnet and UPSA.

/Remainder of page intentionally left blank/

IN WITNESS WHEREOF, this Patent Rights Assignment is effective this 31st day of December, 2010.

UPSA

UNITED PARCEL SERVICE OF AMERICA, INC.

By: Aaron D. Spencer
Name: Aaron D. Spencer
Title: Authorized Signatory

On this 10 day of December, 2010, before me, the undersigned Notary Public, personally appeared Karen Spence, proved to me through satisfactory evidence of identification, which was/were Driver's License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of UPSA and executed this document of his/her own free will.

My Commission Expires: 2-4-14

ROADNET

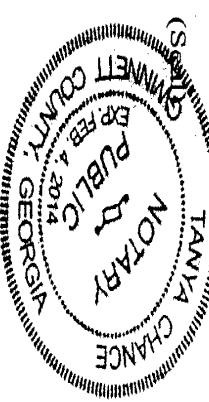
ROADNET TECHNOLOGIES, INC. (F/K/A UPS LOGISTICS TECHNOLOGIES, INC.)

By: Aaron D.
Name: Aaron D. Spencer
Title: Authorized Signatory

On this 22 day of December, 2010, before me, the undersigned Notary Public, Personally appeared Daren S. Spencer, proved to me through satisfactory evidence of identification, which was/were drivers license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Readnet and execute this Document of Sale.

John Doe
Signature of Notary
(Seal)

My Commission Expires: 2-24-14



#	Title	Basic Application Number	Patent Number	Country	Inventor(s)	Filing Date	Issue Date
1	Rush Hour Modeling For Routing And Scheduling	Pending	2,520,212	CA	Ralph Clementi, Cliffon B. Kraisser, Thomas Mudd, Stephen P. Simon	15-Apr-04	
2	Rush Hour Modeling For Routing And Scheduling	Pending	04759594.7	EP	Ralph Clementi, Cliffon B. Kraisser, Charles Heaps, McClellan Chadwick, Thomas Mudd, Stephen P. Simon	15-Apr-04	
3	Rush Hour Modeling For Routing And Scheduling	Pending	12/236,306	US	Charles Heaps, McClellan Chadwick, Ralph Clementi, Cliffon B. Kraisser, Thomas Mudd, Stephen P. Simon	23-Sep-08	
4	Super Matrix Concept	Pending	2,605,879	CA	Stephen P. Simon, Cliffon B. Kraisser, Karl Hirst	09-May-06	
5	Super Matrix Concept	Pending	11/382,405	US	Stephen P. Simon, Cliffon B. Kraisser, Karl Hirst	09-May-06	
6	Super Matrix Concept	Pending	200680015869.7	CN	Stephen P. Simon, Cliffon B. Kraisser, Karl Hirst	09-May-06	

PATENT RIGHTS

Exhibit A

#	Title	Basic Application Number	Status	Patent Number	Country	Inventor(s)	Filing Date	Issue Date
7	Super Matrix Concept	Pending	06770107.8	EP	Stephen P. Simon, Clifton B. Kraisser, Karl Hirst	Stephen P. Simon, Clifton B. Kraisser, Karl Hirst	09-May-06	
8	Systems and Methods for Re-Ocurring Deliveries and Pickups	Pending	02752778.7	EP	Stephen P. Simon, Vincent Cucchiara, Jay Delaney	Stephen P. Simon, Vincent Cucchiara, Jay Delaney	08-Aug-02	
9	Systems and Methods for Re-Ocurring Deliveries and Pickups	Pending	2,457,533	CA	Stephen P. Simon, Vincent Cucchiara, Jay Delaney	Stephen P. Simon, Vincent Cucchiara, Jay Delaney	08-Aug-02	
10	Systems and Methods for Re-Ocurring Deliveries and Pickups	Pending	11/271,644	US	Stephen P. Simon, Vincent Cucchiara, Jay Delaney	Stephen P. Simon, Vincent Cucchiara, Jay Delaney	10-Nov-05	
11	Real-Time Delivery Feasibility Analysis Systems and Methods	Pending	09/811,375	US	Clifton B. Kraisser, Vincent Cucchiara, Charles Virden	Stephen P. Simon, Ronald S. Taur, Clifton B. Kraisser, Vincent Cucchiara, Charles Virden	16-Mar-01	02-Mar-04
12	Systems and Methods for Re-Ocurring Deliveries and Pickups	Pending	10/076,029	US	Stephen P. Simon, Vincent Cucchiara, Jay Delaney	Stephen P. Simon, Vincent Cucchiara, Jay Delaney	12-Feb-02	10-Jan-06